Sea-to-Sky Highway Improvement Project

# Request for Qualifications for DBFO Arrangement

March 3, 2004

BRITISH COLUMBIA
Ministry of Transportation

partnerships

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# 1. Introduction

## 1.1 Project Overview

Partnerships British Columbia Inc. (PBC), on behalf of the Province of British Columbia (the Province), invites Submissions for the Sea-to-Sky Highway Design, Build, Finance, and Operate Project (the DBFO Project) as it is described in this Request for Qualifications (RFQ). PBC, a corporation wholly owned by the Province, has authority and responsibility for the overall development and management of the DBFO competitive selection process.

The Highway, for the purposes of this DBFO process, is defined as a 100 km section of the "Sea-to-Sky Highway" (which is a part of Highway 99) between Horseshoe Bay in West Vancouver and Whistler. The Ministry of Transportation (MOT) on behalf of the Province has announced safety and capacity improvements to the Highway of approximately $600 million (the Sea-to-Sky Highway Improvement Project). Approximately two-thirds of the $600 million of improvements will be delivered by the DBFO Project, while the remaining one-third is being undertaken by the Province. The improvements represent one of two components of the DBFO Project, the second being the operation, maintenance, and rehabilitation of the Highway.

Set in a spectacular mountain landscape, the Highway is the primary transportation route between Vancouver and Whistler. It provides a key economic link and access route to the communities and resources of Lions Bay, Furry Creek, Squamish, Whistler, Pemberton, Mount Currie, and ultimately to the interior of British Columbia.

The Highway was originally constructed to support resource extraction industries such as timber and minerals. Since the early 1980s, Highway use has shifted toward tourism and recreation throughout the corridor with a trend toward increased commuter traffic between Greater Vancouver and Squamish. Official community plans along the corridor anticipate a growth in population of almost double current levels, or 94% over the next 25 years, leading not only to increased passenger traffic, but a demand for improved movement of goods as well.

Highway users, approximately 13,700 vehicles daily, currently experience winding roads and other less than optimal conditions creating a need for more passing lanes and improved design features to enhance the reliability and safety of the route.

In addition to improving capacity, reliability, and safety for highway users, it is anticipated that the Sea-to-Sky Highway Improvement Project will create 6,000 new jobs throughout the Province as a result of economic activity generated along the corridor and that it will contribute $300 million to provincial GDP over the period of 2010 to 2025.

## 1.2 The Opportunity

PBC believes that this DBFO Project provides an attractive, high-profile opportunity in both the Canadian and the international market for an experienced, highly qualified, multi-disciplinary project team.

Features of this opportunity include:

- ***The Province has committed to completing this construction project by spring 2009.*** The Province has given its full support and approval to proceed with this significant highway improvement project. The Province has committed to the International Olympic Committee that the work will be completed prior to the 2010 Olympics.
- ***There is strong public support for safety and capacity improvements.*** The number and severity of accidents on the Highway exceeds the provincial average. Public consultation indicates strong public support for safety improvements along this route. The DBFO Agreement will include incentives to improve safety and capacity.
- ***There will be appropriate incentives for achieving milestones.*** During construction, the DBFO Agreement will provide payment incentives for effective traffic management and achieving predetermined construction milestones.
- ***There will be payment for availability, both during and after construction.*** Availability payments will comprise a large component of the payment structure.
- ***An interactive process is a hallmark of the RFP process.*** During the RFP process, the Short-Listed Respondents will, through a series of workshops, provide input into design issues, appropriate risk allocation, performance payment mechanism, and development of the DBFO Agreement.
- ***Demonstrate Expertise and Showcase Innovation.*** This DBFO Project will provide an opportunity for the right team to showcase their expertise in solving challenging transportation projects, on the world stage.
- ***Skilled Workforce.*** British Columbia has a skilled, experienced workforce.
- ***Working with MOT.*** MOT has consistently proven itself to be at the forefront of innovation in finding transportation solutions, with a strong record of working with the private sector, and is highly motivated to contribute to a successful partnership. Maintenance of British Columbia highways has been undertaken by the private sector for more than fifteen years.

# 2. The DBFO Project

## 2.1 Project Description

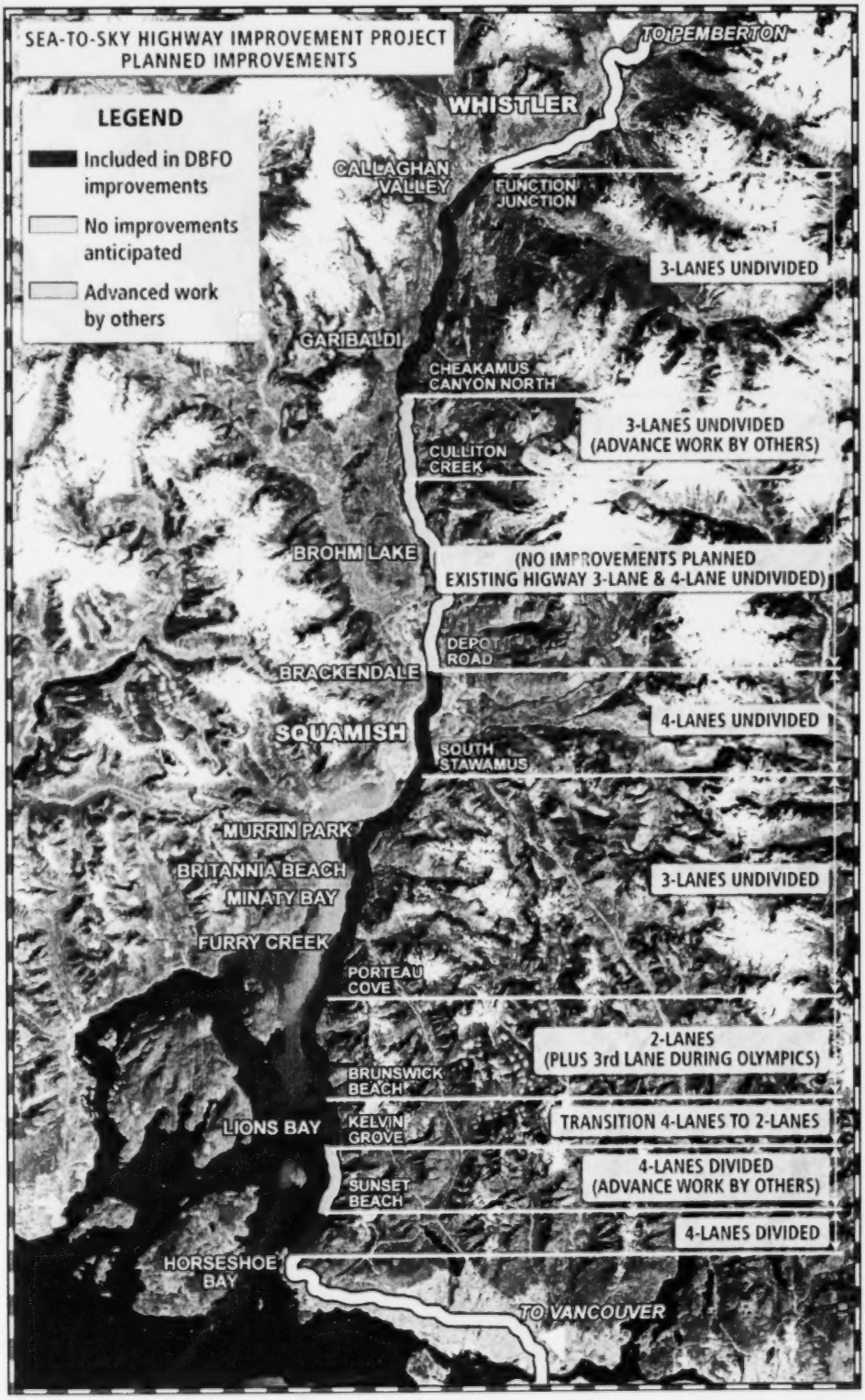
The DBFO Project has two principal components, both of which require financing by the DBFO Contractor:

1. Design and construction for approximately $400 million in capital improvements.
2. Operations, maintenance, and rehabilitation of the Highway, beginning at the effective date of DBFO Agreement and continuing for a term of approximately 20 years following completion of construction.

Table 2.1 below and the map on the following page show the anticipated allocation of design and construction work between the DBFO Contractor and MOT. The work being undertaken by MOT is described in Section 4 of this RFQ.

**TABLE 2.1**
Allocation of Design and Construction Work between DBFO Contractor and MOT

| Name | Design and Construction Work |
|---|---|
| Horseshoe Bay to Sunset Beach | DBFO Contractor |
| Sunset Beach to Lions Bay (Kelvin Grove)<br>*Commencing 2004 and scheduled for completion in 2007* | MOT |
| Urban Lions Bay (from Kelvin Grove to Brunswick Beach) | DBFO Contractor |
| Lions Bay (Brunswick Beach) to Porteau Cove | DBFO Contractor |
| Porteau Cove to Squamish (South Stawamus) | DBFO Contractor |
| Urban Squamish (South Stawamus to Depot Road) | DBFO Contractor |
| Squamish (Depot Road) to Culliton Creek<br>*Section is currently three lanes and no further improvements are contemplated* | N/A |
| Culliton Creek to Cheakamus Canyon North<br>*Improvements underway as a project separate from Sea-to-Sky Highway Improvement Project - scheduled for completion early 2005* | MOT |
| Cheakamus Canyon North to Function Junction | DBFO Contractor |


SEA-TO-SKY HIGHWAY IMPROVEMENT PROJECT
PLANNED IMPROVEMENTS
LEGEND
Included in DBFO improvements
No improvements anticipated
Advanced work by others
TO PEMBERTON
WHISTLER
CALLAGHAN VALLEY
FUNCTION JUNCTION
3-LANES UNDIVIDED
GARIBALDI
CHEAKAMUS CANYON NORTH
3-LANES UNDIVIDED (ADVANCE WORK BY OTHERS)
CULLITON CREEK
BROHM LAKE
(NO IMPROVEMENTS PLANNED EXISTING HIGWAY 3-LANE & 4-LANE UNDIVIDED)
DEPOT ROAD
BRACKENDALE
4-LANES UNDIVIDED
SQUAMISH
SOUTH STAWAMUS
MURRIN PARK
BRITANNIA BEACH
MINATY BAY
3-LANES UNDIVIDED
FURRY CREEK
PORTEAU COVE
2-LANES (PLUS 3rd LANE DURING OLYMPICS)
BRUNSWICK BEACH
LIONS BAY
KELVIN GROVE
TRANSITION 4-LANES TO 2-LANES
4-LANES DIVIDED (ADVANCE WORK BY OTHERS)
SUNSET BEACH
4-LANES DIVIDED
HORSESHOE BAY
TO VANCOUVER

### 2.1.1 Design-Build

The major elements of the design-build component of the DBFO Project are as follows:

- **Design:** Complete the design to the specifications which will be set out in the RFP document and DBFO Agreement.
- **Permits and Approvals:** The Province has applied for, and will retain responsibility for obtaining, the Environmental Assessment Certificate. The DBFO Contractor will be responsible for obtaining the required permits and approvals that relate to their final design work (e.g. fisheries, rail crossings, navigable water, etc.).
- **Construction:** Complete construction by Spring 2009.
- **Traffic Management:** A traffic management regime has been established that describes the requirements that must be met to minimize disruption and maximize predictability concerning road closures and delays.

### 2.1.2 Operation, Maintenance, and Rehabilitation

The DBFO Contractor will be responsible for the operation, maintenance, and rehabilitation of the Highway.

### 2.1.3 Financing

The DBFO Contractor will arrange for the necessary financing for the DBFO Project.

The proposed compensation arrangements will involve regular performance payments for the term of the DBFO Agreement. Information regarding the performance payment mechanism is provided in Section 3 of this RFQ.

## 2.2 Selection Process

A two-stage selection process will be used to identify the preferred Short-Listed Respondent that may enter into a DBFO Agreement with the Province. The anticipated milestones and timeline for selection of a DBFO Contractor are identified in Table 2.2 on the following page. The two stages, RFQ and RFP, are described in further detail in Sections 2.2.1 and 2.2.2 of this RFQ, respectively.

In advance of the two-stage process, a Registration of Interest (ROI) was issued in January, 2004. The ROI informed the private sector of this opportunity and invited input on a number of issues, which assisted in refining the scope and structure of this opportunity. PBC held an information meeting on February 6, 2004 in Vancouver, BC. The information meeting was recorded and is available, along with a written record of the meeting, at:

www.seatoskyimprovements.ca

**TABLE 2.2**
Anticipated Selection Process Schedule

| Milestones | Timeline |
|---|---|
| Deadline for RFQ Submission | April 6, 2004 |
| Respondent Interviews | April 19, 20, and 21, 2004 |
| Announce Respondent Short-List | May 2004 |
| Issue Draft Request for Proposals | May 2004 |
| Issue Final Request for Proposals | Summer 2004 |
| Deadline for Proposal Submission | Fall 2004 |
| Select Preferred Short-Listed Respondent | Q4 2004 |
| Contract/Financial Close | Q1 2005 |

Note: Dates are subject to change

### 2.2.1 RFQ Stage

The objective at the RFQ stage is to create a short-list of not more than three Respondents who have successfully demonstrated their experience, capability, and capacity to complete the design-build component of the DBFO Project on-time and on-budget, and to operate, maintain, and rehabilitate the Highway over the term of the DBFO Agreement.

### 2.2.2 RFP Stage

The Short-Listed Respondents will be invited to respond to the RFP. The objective at the RFP stage is to select the preferred Short-Listed Respondent who will be offered the opportunity to enter into an agreement for delivery of the DBFO Project.

**RFP Workshops**

Input from Short-Listed Respondents will be encouraged during the RFP stage. Several workshops will be held to consult on key issues, the draft RFP, and the draft DBFO Agreement. It is anticipated that these workshops will involve a combination of collective and one-on-one meetings with Short-Listed Respondents. The workshops will provide an opportunity for input on key topics such as risk allocation, performance payments, technical design matters, and the draft DBFO Agreement. Other topics will be considered for inclusion in the workshops.

Planning of these workshops is underway; details will be provided to the Short-Listed Respondents.

**RFP Stipend**

In partial recognition of the effort and costs involved in submitting a Proposal, a $1.5 million stipend will be provided to each Short-Listed Respondent that meets the conditions for payment, but is not selected as the preferred Short-Listed Respondent. The conditions for payment of this stipend will be described in detail in a bidding agreement to be provided following the RFQ stage and are expected to include:

- compliant Proposal;
- transfer of ownership of Proposal to Province;
- participation in workshops; and,
- release of liability.

**Fairness Reviewer**

Mr. Ted Hughes, OC, QC has been engaged as Fairness Reviewer with responsibility to review the selection process. The Fairness Reviewer will provide a written report of his review which will be made public at the time of the selection of the DBFO Contractor.

### 2.2.3 Exclusivity

Prime Member and Key Individuals, as defined in Appendix A, can only participate as members of one Respondent Team. There is no exclusivity required for non-Prime Members at the RFQ stage.

# 3. Proposed DBFO Business Model

The concept of a DBFO arrangement is becoming increasingly recognized as an effective method for governments to encourage private sector involvement in highway construction and operation. There is legislation in British Columbia that expressly authorizes the use of a concession agreement, making a DBFO arrangement possible.

The elements of the proposed DBFO business model will engage the skills of the DBFO Contractor in deciding how to best combine financing, design, construction, operation, maintenance, and rehabilitation in order to provide the required level of service while earning a reasonable return on investment.

**License for the Highway**

It is currently envisaged that under the DBFO Agreement setting out the rights and obligations of the Province and the DBFO Contractor, the Province will grant the DBFO Contractor a license in respect of the Highway for the term of the DBFO Agreement. The arrangement will not involve a transfer of ownership of the land on which the Highway is located.

**Compensation**

Compensation under the DBFO Agreement will involve blended performance payments by the Province to the DBFO Contractor. The performance payments will be structured to ensure that the DBFO Contractor has appropriate incentives to meet or exceed the performance specifications which will be set out in the DBFO Agreement.

Short-Listed Respondents will be invited to provide input regarding the proposed performance payment structure during the RFP stage. The payment structure will not be finalized until after this input. It is anticipated that some of the guiding principles will be as follows:

- ***Payment Incentives*** – The payment structure will encourage the DBFO Contractor to:
  - complete construction by Spring 2009;
  - minimize traffic disruption during construction;
  - provide reliable and high quality service for Highway users through high quality construction, and enhanced operations, maintenance and rehabilitation; and,
  - make appropriate choices between capital and operating expenditures.
- ***Performance Measures*** – Objective, agreed upon performance measures will be used to determine the amount of each performance payment.
- ***Financeable Payment Mechanism*** – The payment mechanism will reflect the following:
  - *Highway Availability* – Current plans call for a significant component of the payment to be based on availability, both during and after construction.

- *Operation, Maintenance, and Rehabilitation* – Compensation for operating, maintaining, and rehabilitating the Highway will be based on objective performance specifications.
- *Safety* – There will be payment incentives for the DBFO Contractor to improve the safety performance of the Highway (while recognizing the importance of a financeable payment structure).
- *Milestones and Traffic Management* – During the construction period, the DBFO Contractor will receive certain milestone payments, based on the DBFO Contractor's performance in meeting both the schedule and the traffic management requirements as proposed at the RFP stage.
- *Traffic Volumes* – A component of the performance payment will be linked to the traffic volumes on the Highway.

- ***Payment Timing*** – Payments will be made to the DBFO Contractor throughout the term of the DBFO Agreement and will not be specifically linked to either the construction or operational periods. After signing of the DBFO Agreement, some components of the performance payments will commence, and others will be staged upon completion of performance milestones.
- ***End of Term Highway Condition*** – It is expected that the DBFO Agreement will describe the "acceptable condition" of the Highway at the end of the DBFO Agreement term and make provision to achieve this condition.

All of the components of the performance payments will be further developed during the RFP stage, in discussion with the Short-Listed Respondents.

# 4. Work in Progress

## 4.1 Sea-to-Sky Highway Improvement Project Status

MOT has undertaken planning and engineering studies and engaged in extensive consultations with stakeholders along the Sea-to-Sky Highway. A summary of the Sea-to-Sky Highway Improvement Project status is outlined in this section. Further information will be provided on the Data Room DVD to Respondents who return the Receipt Confirmation Form provided in Appendix C.

### 4.1.1 Work In-Progress

Planning, preliminary design, and preliminary engineering work for all of the required Highway improvements is presently being undertaken and will be available to Short-Listed Respondents as it is completed. This work will assist the Short-Listed Respondents in the development of their Proposals by providing guidance and additional information.

Highlights of key engineering activities currently underway include the following:

- Development of the scope of Highway improvements in **West Vancouver**. MOT anticipates completion of preliminary design from Horseshoe Bay to Sunset Beach by Summer 2004.
- Development of the scope of Highway improvements in **Lions Bay**. MOT anticipates completion of preliminary design by Summer 2004.
- Review of the third-lane options **between Lions Bay and Porteau Cove**. The current solution involves the use of the adjacent rail bed as a temporary third lane during the 2010 Olympics. A number of options are under consideration. MOT anticipates that an assessment of the options will be completed by Spring 2004.
- Functional and preliminary design for four lanes through **Urban Squamish** from south Stawamus to Depot Road. MOT anticipates completion of functional and preliminary design by Summer 2004.
- Review of options to advance construction in the area of **Cheakamus Canyon** to maintain project schedule. MOT anticipates completing options assessment by Spring 2004.
- At the RFP stage, information will be provided on other work that is underway, including:
  - development of an **aggregate and materials management strategy** for the corridor;
  - further **preliminary design and geotechnical investigations** at numerous locations along the Highway corridor;
  - **pavement condition assessments** along specific sections of the Highway; and,
  - **development of design criteria**.

### 4.1.2 Environmental Assessment

A joint environmental assessment review of the Sea-to-Sky Highway Improvement Project under the BC and Canadian Environmental Assessment Acts (BCEAA and CEAA, respectively) is nearing completion. Following successful conclusion (anticipated in Spring 2004), an Environmental Assessment Certificate (EA Certificate) will be issued to the Province.

For an understanding of the items that may be in the EA Certificate documents, see Volume 5, Section A-1 Proposed Impact Management Measures, of the certificate application, and all commitments made in subsequent response letters provided by MOT, available for viewing on the following website:

www.eao.gov.bc.ca/epic/output/html/deploy/epic_project_home_192.html

The EA Certificate will include environmental commitments that are binding on the DBFO Contractor and MOT. Compliance commitments will be provided to Short-Listed Respondents, at the RFP stage, with items that are the responsibility of the DBFO Contractor clearly identified.

The DBFO Contractor will be required to comply with the EA Certificate and will be required to obtain the various permits and approvals which relate to the design-build work.

### 4.1.3 Consultations with Stakeholders

The Province has consulted extensively with local governments, First Nations, and residents regarding the scope and nature of the Highway improvements, including measures to address impacts on traffic during construction. In addition, MOT has commissioned numerous studies regarding transportation alternatives, alternative routes, and socio-economic and environmental impacts. During the consultation process, commitments have been made to the corridor communities as to the traffic management regime that will be in place. The experience to date, on the Culliton to Cheakamus section and the Test Section, has demonstrated the effectiveness of these regimes.

## 4.2 MOT Work

The design and construction of two sections of the Highway (the MOT Work) will begin in advance of the DBFO Project. As previously discussed, both sections will be excluded from the design/build component of the DBFO Project, but included in the operations, maintenance, and rehabilitation component of the DBFO Project. The improvements for each section are described below.

In addition, the Province has an ongoing rock slope stabilization program and anticipates undertaking rock slope stabilization for the Highway during 2004.

### 4.2.1 Culliton Creek to Cheakamus Canyon Reconstruction

MOT initiated construction of improvements along a seven-kilometre section of the Highway from approximately 1 km south of the Culliton Creek Bridge to the Cheakamus River Canyon in advance of the Sea-to-Sky Highway Improvement Project. This work is scheduled for completion in Spring 2005, with closures for rock blasting complete by Fall 2004. This work will involve blasting and removal of approximately 275,000 cubic metres of rock from rock faces above and beside the Highway.

New construction involves:

- replacing the North Culliton Creek Bridge deck and seismically upgrading the bridge;
- improving the roadway alignment;
- creating longer sight distances for drivers; and,
- providing a third lane.

The work is taking place within a physically constrained work zone, with no feasible traffic detours. To minimize traffic and stakeholder impact, rock excavation is controlled, and is being done in small quantities. Allowable Highway closure times are limited to low traffic periods of each day, week, and season. This is similar to the traffic management regime anticipated for the DBFO Project. A link is provided for up to date traffic closure and delay information via the web site at:

www.seatoskyimprovements.ca

### 4.2.2 Sunset Beach to Lions Bay

Construction work between Sunset Beach and Lions Bay is expected to start by Spring 2004 for completion in the Fall of 2007. The work involves widening approximately 7.3 km of the Highway to four lanes. Work is anticipated to include:

- divided highway with a split profile design;
- slope stabilization measures at existing rock cuts;
- an upgraded interchange at Ansell Place;
- four at-grade intersections;
- five watercourse crossings; and,
- two debris torrent barrier walls.

#### Montizambert Creek to Strip Creek – "Test Section"

This section, located within the Sunset Beach to Lions Bay section, is referred to as the "Test Section" and is currently under construction with completion anticipated in June 2004. MOT initiated work on the Test Section to facilitate the DBFO Project and prove out design, traffic management, and construction concepts. This work will provide knowledge that will assist Respondents as they develop their Proposals. MOT tested a number of key project success factors, including construction techniques, traffic management options, retaining wall designs, project scheduling assumptions, and general material management approach.

The work includes excavation, grading, and structures for 900 m of the ultimate four lane configuration.

The results of work in the Test Section will provide:

- a better understanding of the retaining wall designs, with respect to the actual geotechnical conditions; and
- confirmation that construction of the Highway can be successfully achieved under the current, committed, traffic management regime.

This information will be available to Short-Listed Respondents for the DBFO Project.

Currently, traffic is being detoured, excavation is underway, and retaining walls are being constructed. The retaining wall configurations have been revised from the original design as a result of work performed to confirm geotechnical conditions.

## 4.3 Operations, Maintenance, and Rehabilitation

### 4.3.1 Existing Road and Bridge Maintenance Arrangements

Current Highway maintenance is performed as part of a larger road and bridge maintenance contract between the Province and Mainroad Contracting Ltd. (Mainroad). This contract commenced on October 26, 2003 and continues until October 25, 2013 (the Maintenance Contract).

The Highway between Horseshoe Bay and Whistler will be removed from the Maintenance Contract. The Maintenance Contract contains two options to accommodate the DBFO Project:

- Option 1 – On prior notice to Mainroad, the DBFO Contractor can arrange to provide these services using its own resources.
- Option 2 – The DBFO Contractor may engage Mainroad to perform these services under a separate contract.

Mainroad is available on a non-exclusive basis to all potential Respondents to negotiate an arrangement involving either of the options outlined above.

### 4.3.2 Other Maintenance Arrangements

The Province is presently arranging regional contracts as follows:

- An electrical maintenance services contract. This contract is for a 4-year term, with a right of renewal in favour of the Province, and will cover electrical work on the Highway.
- A pavement marking services contract for provincial highways. This contract is for a 3-year term with no right of renewal and will cover pavement marking services on the Highway.

Additional information regarding the contracts will be provided to Short-Listed Respondents.

### 4.3.3 Anticipated Operations, Maintenance, and Rehabilitation Activities

Table 4.1 provides a description of anticipated operations, maintenance, and rehabilitation activities.

**TABLE 4.1**
Examples of Anticipated Operations, Maintenance, and Rehabilitation Activities

| **Year Round Maintenance** | **Examples of Activities** |
|---|---|
| Surface maintenance | Pavement patching, shoulder graveling, road base repair |
| Drainage maintenance | Maintenance of ditch and water courses, drainage systems |
| Roadside maintenance | Vegetation control, litter pickup, maintenance of rest areas |
| Traffic maintenance | Maintenance of sign systems |
| Bridge and structure maintenance | Deck and structure cleaning, maintenance of joints and railings |
| Emergency maintenance | Emergency maintenance after floods, snow avalanches, accidents |
| Winter maintenance | Snow removal, snow and ice control, highway condition reporting |
| Highway inspection | Inspection patrols of the Highway, including bridges |
| **Asset Management** | **Examples of Assets** |
| Provide the required level of maintenance and rehabilitation services in the most cost effective manner to achieve required levels of service and limit the extent of asset consumption by planned rehabilitation. | Road pavements<br>Bridge structures and decks<br>Major culverts, multi plates, and other structures<br>Major overhead signs and structures<br>Drainage and debris control systems<br>Electrical systems |
| **Corridor Management** | **Examples of Activities** |
| Application of best practices in conformance with MOT specifications and province wide policies to maximize the reliability, safety, and availability of the Highway. | Public relations and customer care<br>Act as local representative on corridor related issues, such as communications with local authorities<br>Rock slope stabilization<br>Avalanche control |

Additional information is provided in the Highway Maintenance Specifications section of the Data Room DVD.

## 4.4 Data Room DVD and Further Information

A Data Room DVD which contains data and information pertinent to the DBFO Project is available. Further information, as it arises, will be made available.

In order to receive the Data Room DVD and any further information, recipients of this RFQ are required to complete, sign, and return all portions of the **Receipt Confirmation Form**, attached as Appendix C. The Data Room DVD will be sent via courier to all parties who return the Receipt Confirmation Form.

# 5. Responding to the RFQ

**Submissions should follow the format provided in Appendix B – Submission Guidelines and Evaluation Criteria.**

## 5.1 Eligibility

Any interested party, or parties, may make a Submission in response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or any other legal entities; however, Respondents should have the ability to undertake the entire DBFO Project, as described in this RFQ document.

## 5.2 Closing Time and Closing Location

Submissions ***must*** be received by the Contact Person before ***5:00 P.M. Pacific Standard Time on Tuesday, April 6, 2004*** (the Closing Time) at the following address:

Sea-to Sky-Highway Improvement Project
DBFO Project
Response to Request for Qualifications

Sea-to-Sky Highway Improvement Project Office
#1350 – 1075 West Georgia Street
Vancouver, BC V6E 3C9
Canada

ATTN: Ms. Maria Ciarniello

Faxed or electronic Submissions will not be accepted in response to this RFQ.

Amendments to Submissions must be received at the above noted address before the Closing Time. Telephone or electronic submission of amendments will not be accepted.

## 5.3 RFQ Enquiries

All enquiries related to this RFQ must be sent, in writing (by email or fax), to:

| | |
|---|---|
| Contact Person: | Ms. Maria Ciarniello<br>Sea-to-Sky Highway Improvement Project |
| Fax | 250.356.2222 |
| E-mail | seatosky@partnershipsbc.ca |

## 5.4 Receipt Confirmation Form

The Receipt Confirmation Form provided in Appendix C must be completed and returned in order to receive the Data Room DVD and further information in connection with this RFQ.

# 6. Summary of Evaluation Process

Submission Guidelines and Evaluation Criteria and are described in Appendix B. Each Submission will be evaluated in accordance with the Evaluation Criteria and the evaluation matrix, as detailed in Appendix B, and will take into consideration:

- documents submitted in response to this RFQ;
- information, provided in writing, in response to questions asked by the Province;
- Respondent interviews; and,
- reference and other checks.

## 6.1 Submission Completeness, Verification, and Additional Information

Upon receipt, all Submissions will be reviewed for completeness in accordance with the Submission Guidelines in Appendix B.

Any information may be independently considered or verified whether or not contained in any Submission (e.g. conducting reference, credit, or other checks).

## 6.2 Respondent Interviews

In addition to the Submission, an opportunity for interviews with Respondents is planned. April 19th, 20th, and 21st, 2004 have been set aside for interviews to be held in Vancouver, BC.

Respondents will be notified once the exact time and location of interviews has been arranged.

## 6.3 Debriefing

Respondent debriefings will be arranged.

## 6.4 Public Disclosure

Information that may be publicly disclosed includes:

- the number and a general description of the Respondents; and,
- the names of the Short-Listed Respondents and members of the Respondent Teams.

## Appendix A

# GLOSSARY OF TERMS

# Appendix A

# GLOSSARY OF TERMS

| Term | Definition |
|---|---|
| Assistant Project Director | The Key Individual as described in Section 2.3 of Appendix B. |
| Authorized Representative of the Respondent | The Respondent's representative, as set out in Section 1.2 of Appendix B. |
| BC EAO | British Columbia Environmental Assessment Office |
| BCEAA | British Columbia Environmental Assessment Act |
| BCTFA | British Columbia Transportation Financing Authority |
| CEAA | Canadian Environmental Assessment Act |
| Closing Location | The Closing Location specified in Section 5.2 of the RFQ. |
| Closing Time | The Closing Time specified in Section 5.2 of the RFQ. |
| Conflicts Adjudicator | The conflicts adjudicator described in Section 2.12 of Appendix E. |
| Construction Manager | The Key Individual as described in Section 2.3 of Appendix B. |
| Contact Person | The person named in Section 5.3 of this RFQ to whom all enquiries related to this RFQ must be sent. |
| Data Room DVD | The DVD referenced in Section 4.4 of the RFQ |
| DB | Design-Build |
| DBFO | Design, Build, Finance and Operate |
| DBFO Agreement | An agreement to be executed between the Province and the DBFO Contractor for the design, construction, finance, operation, and maintenance of the DBFO Project which sets out the rights and obligations of the Province and the DBFO Contractor. |
| DBFO Contractor | The party that enters into a DBFO Agreement with the Province for the DBFO Project as described in this RFQ. |
| DBFO Project | The DBFO Project as outlined in Section 2 of the RFQ. |
| Declaration | The declaration provided in Appendix D of this RFQ. |
| Design Manager | The Key Individual as described in Section 2.3 of Appendix B. |
| EA Certificate | An Environmental Assessment Certificate for the Sea-to-Sky Highway Improvement Project, anticipated from the BC EAO. |
| Equity Member | The individuals, corporations, joint ventures, partnerships or other legal entities who have an ownership or equity interest in the DBFO Project, as described in the Submission. |
| Evaluation Criteria | The criteria as defined in Section 2 of Appendix B that will be used to evaluate the Submissions. |
| Fairness Reviewer | The fairness reviewer described in Section 2.2.2 of the RFQ. |
| Financing Lead Manager | The Key Individual as described in Section 2.4 of Appendix B. |

| Term | Definition |
|---|---|
| Highway | The portion of the Sea-to-Sky Highway described in Section 1.1 of this RFQ. |
| Key Individual(s) | The specific person(s), exclusive to one Respondent, identified in Sections 2.3 and 2.4 of Appendix B, including each of:<br>• Project Director<br>• Project Manager/Assistant Project Director<br>• Design Manager<br>• Construction Manager<br>• O&M Manager<br>• Financing Lead Manager |
| Legal Advisor | The specific legal advisor, identified in Section 2.4 of Appendix B. |
| Maintenance Contract | The long-term road and bridge maintenance agreement that Mainroad Contracting Ltd. has with the Province, which commenced on October 26, 2003 and continues until October 25, 2013, to maintain the Sea-to-Sky Highway. |
| MOT | British Columbia Ministry of Transportation |
| MOT Work | The work identified in Section 4.2 of the RFQ. |
| O&M | Operation, maintenance, and rehabilitation |
| O&M Manager | The Key Individual as described in Section 2.3 of Appendix B. |
| P3 | Public private partnership |
| PBC | Partnerships British Columbia Inc. |
| Prime Member | Any individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent, who has a role which involves one of the following:<br>• Equal to or greater than 10% in the construction activity;<br>• Equal to or greater than 25% of the O&M activity; or<br>• Equal to or greater than 25% of the design activity |
| Project Director | The Key Individual as described in Section 2.3 of Appendix B. |
| Project Manager/Assistant Project Director | The Key Individual as described in Section 2.3 of Appendix B. |
| Proposal | A proposal submitted by a Short-Listed Respondent in response to the RFP. |
| Province | Her Majesty the Queen in Right of the Province of British Columbia |
| Receipt Confirmation Form | The form provided in Appendix C and described in Section 5.4 of this RFQ. |
| Respondent | The person, company, team, joint ventures, partnerships or other legal entity that has delivered a Submission. |
| Respondent Team | The Respondent, Prime Members, Equity Members, and other members. |
| Restricted Party | Parties who are restricted from participating as a Respondent or as any part of a Respondent Team, as discussed in Section 2.8 of Appendix E. |
| RFP | The request for proposals for the DBFO Project. |

| Term | Definition |
|---|---|
| RFQ | This request for qualifications for the DBFO Project. |
| ROI | The Registration of Interest that was issued in January, 2004 as a precursor to the selection process for the DBFO Project. |
| Short-Listed Respondents | The Respondents identified as Short-Listed Respondents in accordance with the RFQ. |
| Submission | A submission prepared and delivered in response to this RFQ. |
| Submission Guidelines | The guidelines as defined in Appendix B of this RFQ. |

## Appendix B

# SUBMISSION GUIDELINES AND EVALUATION CRITERIA

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**Attached Sample Form**

Table B-1: Sample Form – Project Finance Experience

# 1.0 Submission Guidelines

## 1.1 Overview of Submission

Submissions must:

- include all of the information requested in this appendix;
- follow the format set out in Section 1.2 below;
- meet the requirements of Appendix E of the RFQ;
- include sufficient information to enable appropriate evaluation of the Submission, with reference to the Evaluation Criteria, while avoiding extraneous information; and,
- be submitted as three Packages of information:
  - Package 1: Transmittal Letter and Declarations
  - Package 2: Technical Submission
  - Package 3: Financial/Commercial Submission

An outline for the Submission is provided in Section 1.1.1 on the following page; detail on the contents required for each section is provided in Section 1.2 of this appendix.

### 1.1.1 Submission Outline

**PACKAGE 1: TRANSMITTAL LETTER AND DECLARATIONS**

- Letter of Transmittal
- Declaration

**PACKAGE 2: TECHNICAL SUBMISSION**

- *Section 1 – Respondent Team*

  1.1 – Identification of the Respondent Team
  1.2 – Contact Information
  1.3 – Respondent Team Organization Chart
  1.4 – Project Organization Chart
  1.5 – Prior Working Relationships

- *Section 2 – Project Experience*

  2.1 – DB, DBFO, and P3 Project Experience
  2.2 – Other Relevant Experience

- *Section 3 – Key Individuals*

  3.1 – Key Individual's Experience

  Project Director
  Project Manager (or Assistant Project Director)
  Design Manager
  Construction Manager
  Operations, Maintenance, and Rehabilitation Manager
  Financing Lead Manager

**PACKAGE 3: FINANCIAL/COMMERCIAL SUBMISSION**

- *Section 4 – Financial Capacity and Experience*

  4.1 – Financial Capacity
  4.2 – Anticipated Financial Structure of the Respondent Team
  4.3 – Experience Finance Raising or Providing

- *Section 5 – Legal Advisors*

  5.1 – Legal Advisors' Experience

## 1.2 Submission Format

For your Submission, please use the section numbers and titles provided in the table below.

| Section No. | Title | Contents |
|---|---|---|
| **PACKAGE 1: TRANSMITTAL LETTER AND DECLARATIONS** | | |
| | | Letter of Transmittal<br><br>Signed Declarations – see Appendix D of the RFQ |
| **PACKAGE 2: TECHNICAL SUBMISSION** | | |
| **1** | **Respondent Team** | |
| 1.1 | Identification of the Respondent Team | Provide the Company/Firm name for each of the following:<br><br>1. Respondent<br>2. Equity Members<br>3. Prime Member (Design)<br>4. Prime Member (Construction)<br>5. Prime Member (O&M)<br>6. Financial Advisor<br>7. Legal Advisor(s)<br>8. Other(s) (please specify)<br><br>Provide a short description of the Respondent and each member of the Respondent Team (for publication purposes). |
| 1.2 | Contact Information | Provide the name and contact details for the Authorized Representative of the Respondent.<br><br>**Please note:** The Authorized Representative of the Respondent will be the only contact person to receive communication regarding the RFQ.<br><br>Authorized Representative and Contact Person:<br><br>1. Name<br>2. Employer<br>3. Mailing/Courier Address<br>4. Telephone No.<br>5. Facsimile No.<br>6. E-mail address<br>7. Website address |

| Section No. | Title | Contents |
|---|---|---|
| 1.3 | Respondent Team Organization Chart | Provide an organization chart, at the corporate level, showing the internal organization of the Respondent Team.<br><br>The organization chart should describe the proposed contractual relationships within the Respondent Team, and should reflect how these relationships may change during the design, construction, and operating phases. If appropriate, provide an organization chart for each phase of the DBFO Project. |
| 1.4 | Project Organization Chart | Provide a project organization chart, at the individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the DBFO Project. If appropriate, provide an organization chart for each phase of the DBFO Project.<br><br>**Please note:** Names are required only for Key Individuals at this time. |
| 1.5 | Prior Working Relationships | Describe any prior working relationships among members of the Respondent Team.<br><br>Provide information on past experience integrating local contractors and sub-contractors into comparable projects. |
| **2** | **Project Experience** | |
| 2.1 | DB, DBFO, and P3 Project Experience | Provide information on DB, DBFO, and P3 project experience that any members of the Respondent Team have.<br><br>Please ensure that the following information is included for each project:<br>• Project name and location (City, Province/State, Country).<br>• Project description and current status.<br>• Project capital cost (original and final) including a brief explanation of any significant variances between the two.<br>• Project schedule (original and actual) including a brief explanation of any significant variance between the two.<br>• Role of any member of the Respondent Team, the Team Member's contract value and dates involved, a description of their scope within the overall project, and a clear indication of which areas of experience the project applies to:<br>– project management;<br>– design;<br>– construction; and/or,<br>– operations, maintenance, and rehabilitation.<br>• Client reference (client name, contact name, location, phone number, and email address).<br>• Any further information that will assist in evaluating the Submission.<br><br>In particular, provide DB, DBFO, and P3 project experience associated with highway and transportation projects.<br><br>**Please Note:** All costs/values are to be provided in Canadian dollars ($CDN). |
| 2.2 | Other Relevant Experience | Please refer to list of contents for 2.1 – DB, DBFO, and P3 Project Experience, directly above. The same information is required for this section on other relevant experience that any members of the Respondent Team have. |

| Section No. | Title | Contents |
|---|---|---|
| **3** | **Key Individuals** | |
| 3.1 | Key Individuals' Experience | Provide the name, professional designation, and summary of education/qualifications and relevant experience for these Key Individuals:<br>• Project Director<br>• Project Manager (or Assistant Project Director)<br>• Design Manager<br>• Construction Manager<br>• Operations, Maintenance, and Rehabilitation Manager<br>• Financing Lead Manager<br>Provide, in an appendix, resumés for the Key Individuals including, at a minimum, the following information:<br>• Name<br>• Role and responsibility for the DBFO Project<br>• Education/Qualifications<br>• Relevant experience<br>• Client references (including client name, contact name, location, phone number, and email address) for three projects |
| **PACKAGE 3: FINANCIAL/COMMERCIAL SUBMISSION** | | |
| **4** | **Financial Capacity and Experience** | |
| 4.1 | Financial Capacity | Provide financial information to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the DBFO Project.<br>Supply the required information (see below) for each of the following:<br>• Respondent<br>• Equity Members<br>• Any Prime Member that is anticipated to undertake:<br>– 10% or more of the construction activity; or,<br>– 25% or more of the operation, maintenance, and rehabilitation activity.<br>Information required:<br>• Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years.<br>• If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided.<br>• Details of any material off-balance sheet financing arrangements currently in place. |

| Section No. | Title | Contents |
|---|---|---|
| | | • Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided.<br>• Details of any credit rating.<br>• Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. |
| 4.2 | Anticipated Financial Structure of the Respondent Team | Provide details of the anticipated financial structure of the Respondent Team.<br>This should include details of anticipated equity investment (in percentage terms) of the Equity Members.<br>PBC recognizes that this will only be illustrative at the RFQ stage. |
| 4.3 | Experience Finance Raising or Providing | Either complete *Table B-1 Sample Form – Project Finance Experience* (attached at end of this appendix), or provide the information identified in the table in an alternative format, to indicate the experience that any member of the Respondent Team has in raising and/or providing finance for DBFO, P3, project finance, transportation, and other major infrastructure projects.<br>**Please Note:** All costs/values are to be provided in Canadian dollars ($CDN). |
| **5** | **Legal Advisors** | |
| 5.1 | Legal Advisors' Experience | Indicate the experience of the Legal Advisors in advising on DBFO, P3, project finance, transportation, and other major infrastructure projects.<br>Please ensure that the following information is included for each project:<br>• Project name and location (City, Province/State, Country).<br>• Project description and current status.<br>• Project capital cost (original and final) including a brief explanation of any significant variances between the two.<br>• Project schedule (original and actual) including a brief explanation of any significant variance between the two.<br>• Role of the Legal Advisor in the project and dates involved.<br>• Client reference (client name, contact name, location, phone number, and email address).<br>• Any further information that will assist in evaluating the Submission.<br>**Please Note:** All costs/values are to be provided in Canadian dollars ($CDN). |

## 1.3 Number of Copies and Packaging Requirements

Provide all of the information requested below (all three packages) in an envelope/box, clearly marked with the words, **Sea-to Sky-Highway Improvement Project, DBFO Project, Response to Request for Qualifications**, and addressed to the Closing Location provided in Section 5.2 of the RFQ.

**Package 1: Transmittal Letter and Declarations**

Provide all of the following information in a sealed envelope/box clearly marked "Package 1: Transmittal Letter and Declarations":

- One copy of a Transmittal Letter.
- One fully executed/signed copy of the Declaration (see Appendix D of the RFQ) from the Respondent and each Prime Member, Equity Member, and Key Individual.

**Package 2: Technical Submission**

Provide all of the following information in a sealed envelope/box clearly marked "Package 2: Technical Submission":

- One unbound copy marked "Master".
- Nine bound copies each marked "Copy – Number X of 9".

**Package 3: Financial/Commercial Submission**

Provide all of the following information in a sealed envelope/box clearly marked "Package 3: Financial/Commercial Submission":

- One unbound copy marked "Master".
- Four bound copies each marked "Copy – Number X of 4".

# 2.0 Evaluation Criteria

## 2.1 Evaluation Matrix

The Submissions will be evaluated in accordance with the evaluation matrix shown in Table B2.1.

**TABLE B2.1**
Evaluation Matrix

| Evaluation Criteria | Weighting (%) |
|---|---|
| ***Technical Evaluation*** | |
| Respondent Team | 10 |
| Project Management Experience | 17 |
| Design Experience | 12 |
| Construction Experience | 17 |
| Operation, Maintenance, and Rehabilitation Experience | 14 |
| **Sub-total** | **70** |
| ***Financial / Commercial Evaluation*** | |
| Financial Experience and Capacity | 28 |
| Legal Advisory Experience | 2 |
| **Total** | **100** |

## 2.2 Approach to Submission Evaluation

The purpose of the evaluation is to measure the Respondent Team's strengths and experience in delivering, managing, and operating projects comparable to the DBFO Project. Submissions will be reviewed from both a technical and a financial / commercial perspective using the considerations set out in this appendix, as illustrated in Table B2.2 on the following page.

**TABLE B2.2**
Summary of Approach to Submission Evaluation

| Entity Evaluated | Technical Evaluation | Financial/Commercial Evaluation |
|---|---|---|
| Respondent | The overall experience and qualifications of the Respondent will be evaluated, together with an assessment of the effectiveness of the organizational structure identified by the Respondent. | The overall financial capacity of the Respondent, together with the experience of the Respondent in arranging the necessary financing for comparable projects will be evaluated. |
| Prime Members/Equity Members | The experience of the Prime Member in delivering their scope of the DBFO Project (e.g. Design, Construction, O&M) will be evaluated. | The financial capacity of the individual Equity Members will be evaluated. |
| Key Individuals | The experience of the identified Key Individuals in managing their scope of the DBFO Project will be evaluated. | The experience of the identified Key Individuals will be evaluated. |

# 2.3 Technical Evaluation Considerations

## 2.3.1 Respondent Team

### Organization

The evaluation will consider the factors set out below in order to assess the effectiveness of the Respondent's proposed organizational structure in addressing a project having the complexity of the DBFO Project.

At the **Respondent** level, factors considered will include the following:

- The proposed project organizational structure.
- The proposed project arrangements among the Equity Members.
- The roles, responsibilities, and reporting relationships identified for all members of the Respondent Team.
- Demonstrated ability of the Respondent to integrate resources and contractors into DBFO and P3 teams.

At the **Respondent Team** level, factors considered will include the following:

- Prior working relationships of Prime Members/Equity Members.
- The roles, responsibilities, and reporting relationships identified for the Key Individuals.

**Project Experience**

The evaluation will consider the demonstrated ability of the **Respondent**, and the **Prime Members** and **Equity Members** to undertake the full range of activities required to successfully deliver projects comparable to the DBFO Project.

Factors considered will include experience in the following areas:

- Developing and implementing DB, DBFO, or P3 Projects, particularly highway projects.
- Design, construction, operations, maintenance, and rehabilitation of highway projects involving active highways in mountainous terrain.
- Working with public sector entities on DB, DBFO, or P3 projects.
- Familiarity with public policies and experience in communicating with the public, users, and stakeholders.
- Partnering with public sector entities.

### 2.3.2 Project Management Experience

The evaluation will consider project management experience of the **Respondent** in managing large complex, projects, particularly DB, DBFO, or P3 projects.

Factors considered will include experience of the **Prime Members** in the following areas:

- Managing projects which involve active highways, mountainous terrain, or significant traffic management constraints.
- Managing multi-disciplinary teams and sub-contractors on DB, DBFO, or P3 projects.
- Integration of operational and life cycle considerations into the design and construction components of projects.
- Development and implementation of the following:
  - Environmental management plans including design, construction, and operations activities.
  - Quality management plans, in particular those based on ISO 9000 Standards.
  - Traffic management plans, particularly for projects involving active highways in physically restricted areas.
  - Work site safety programs for employees, contractors, and consultants, including details of safety record and statistics for members of the Respondent Team.
- Working on projects which involve payment incentives for on-time completion and demonstrable success in earning these incentives.

The experience of the following **Key Individuals** in managing these activities will be evaluated:

- Project Director
- Project Manager (or Assistant Project Director)

### 2.3.3 Design Experience

The evaluation will consider the design management experience of the **Respondent** in managing large, complex projects, particularly DB, DBFO, or P3 projects.

Factors considered in evaluating the **Prime Members (Design)** will include experience in the following areas:

- Design projects which involve fast-track DB, DBFO, or P3 Projects.
- Design projects which involve active highways in mountainous terrain with significant traffic management and environmental constraints.
- Highway design involving blasting, and tunneling in hard rock, and slope stabilization.
- Structural design of retaining wall systems, bridges, and multi-plates.
- Design involving geotechnical issues in relation to rock blasting, tunneling, slope stabilization, foundation, and materials engineering in an environmentally sensitive area.
- Conducting road safety audits and incorporating road safety features into the design.
- Projects based on the principles of Context Sensitive Design (design that advances the objectives of safety, mobility, enhancement of the natural environment, and preservation of community values).
- Familiarity with Canadian codes and standards, or equivalent.
- Design involving projects completed in similar climates.
- Design innovation in highway construction projects, including innovation in incorporating safe driving features.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- Design Manager

### 2.3.4 Construction Experience

The evaluation will consider construction experience of the **Respondent** in managing large, complex, projects, particularly, DB, DBFO or P3 projects.

Factors considered in evaluating the **Prime Member (Construction)** will include experience in the following areas:

- Construction projects which involve active highways in mountainous terrain with significant traffic management and environmental constraints.
- Highway construction in rock blasting and tunneling in hard rock, slope stabilization, foundations, pavement and ancillary work.
- Construction experience in retaining wall systems, bridges, and multi-plates over environmentally sensitive watercourses.
- Managing internal construction units and sub-contractors.
- Managing traffic during construction in circumstances involving significant traffic management constraints on physically restricted highways or corridors.

- Familiarity with Canadian codes and standards or equivalent.
- Construction projects completed in similar climates.
- Innovation in highway construction projects.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- Construction Manager

### 2.3.5 Operations, Maintenance, and Rehabilitation Experience

The evaluation will consider the experience of the **Respondent** in successfully operating, maintaining and rehabilitating projects, particularly on an active highway in mountainous terrain with significant traffic management and environmental constraints.

Factors considered in evaluating the **Prime Member (O&M)** will include experience in the following areas:

- Day-to-day operations and summer and winter maintenance of the facility according to pre-established performance specifications highlighting any experience based on MOT performance specifications.
- Managing maintenance resources including labour, plant, material, facilities, suppliers, and subcontractors.
- Proactively managing highways and related infrastructure rehabilitation over a long-term contract to achieve desired levels of service and limit the extent of unplanned asset replacement and disruption.
- Managing and incorporating local user and stakeholder input into the operation of the highway.
- Communications with the public and stakeholders on traffic sensitive and physically restricted highways, highlighting any experience with:
  - delivery of quality services on time;
  - measurement of customer's satisfaction;
  - positive working relations with local authorities and commercial users of the highway; and,
  - use of technology to provide better service delivery.
- Familiarity with British Columbia and Canadian specifications, standards and practices, or equivalent.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- O&M Manager

# 2.4 Financial and Commercial Evaluation Considerations

## 2.4.1 Financial Experience and Capacity

The evaluation will consider the **Respondent Team's** financial capacity and experience in arranging the necessary financing for projects comparable to the DBFO Project.

Factors considered in evaluating the **Respondent and Equity Members/Prime Members** will include:

- current financial strength; and,
- experience in raising and/or providing finance for DBFO, project finance, and P3 projects comparable to the DBFO Project.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- Financing Lead Manager

## 2.4.2 Legal Advisory Experience

The evaluation will consider the demonstrated experience of the Legal Advisors in structuring DB, DBFO, P3, and project finance for comparable projects.

Factors considered in the evaluation will include the experience of the Legal Advisors in advising on completed projects comparable to the DBFO Project.

**TABLE B-1**

**SAMPLE FORM – PROJECT FINANCE EXPERIENCE**

**TEAM MEMBER NAME:** _____

**ROLE OF THE TEAM MEMBER:** _____

| oject Name, Location and Description | Overall Project Capital Cost (C$m) | Role of the Team Member in the Project | Type and Amount of Finance Raised or Provided by the Team Member | Current Status of the Project | Dates involved | Client Reference (Client Name, Contact Name, Phone Number) |
|---|---|---|---|---|---|---|
| *ighway DB, DBFO or P3 Projects:* | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| *ther DB, DBFO or P3 Projects:* | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| *ther Relevant Projects:* | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## Appendix C

# RECEIPT CONFIRMATION FORM

(to be submitted by a Respondent or other interested party on receipt of RFQ)

# Appendix C

## RECEIPT CONFIRMATION FORM

(to be submitted by a Respondent or other interested party on receipt of RFQ)

**The Sea-to-Sky Highway Improvement Project**
**Request for Qualifications**
**for the DBFO Project**

**Closing Date: April 6, 2004**

To receive the Data Room DVD, or any further distributed information about this Request for Qualifications, please return both pages of this form as soon as possible to:

**Ms. Maria Ciarniello**
**Partnerships British Columbia**
***Fax: 250.356.2222***
***E-Mail: seatosky@partnershipsbc.ca***

## RESPONDENT CONTACT INFORMATION

**NAME OF RESPONDENT OR OTHER INTERESTED PARTY:** _____

**STREET ADDRESS:** _____

**CITY:** _____ **POSTAL/ZIP CODE:** _____

**PROVINCE/STATE:** _____ **COUNTRY:** _____

**MAILING ADDRESS, IF DIFFERENT:** _____

**FAX:** (____) _____ **TELEPHONE:** (____) _____

**CONTACT PERSON:** _____

**E-MAIL ADDRESS:** _____

Unless it can be sent by fax or e-mail, please send us any further correspondence about this RFQ by:

☐ **COURIER COLLECT** Courier Name and Account No: _____

☐ **MAIL** (default if neither box checked)

## ACKNOWLEDGEMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent or other interested party and has the power and authority to sign this Receipt Confirmation Form on behalf of the Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of the RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in the RFQ. For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Section 3.0 of Appendix E of the RFQ. On receipt by Partnerships British Columbia of this Receipt Confirmation Form, a copy of the Data Room DVD will be sent to the address provided above.

Authorized Representative of the Respondent or other interested party:

**AUTHORIZED BY:** _____
(Signature)

**NAME:** _____

**TITLE:** _____

**DATE:** _____

**Appendix D**

# DECLARATION

(To be completed by the Respondent and each of its Prime Members, Equity Members, and all Key Individuals, and included as part of the Respondent's Submission. In order to evaluate a Submission, the Province may require the Respondent to provide a completed Declaration from any other member of the Respondent Team, or other individual identified in the Respondent's Submission.)

# Appendix D

## DECLARATION

(To be completed by the Respondent and each of its Prime Members, Equity Members, and all Key Individuals, and included as part of the Respondent's Submission. In order to evaluate a Submission, the Province may require the Respondent to provide a completed Declaration from any other member of the Respondent Team, or other individual identified in the Respondent's Submission.)

**TO**: PARTNERSHIPS BRITISH COLUMBIA INC. and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

The undersigned is (check (a) or (b)):

☐ (a) a duly authorized representative of (circle one of the following):

(i) the Respondent;

(ii) a Prime Member;

(iii) an Equity Member; or,

☐ (b) a Key Individual.

(each, an "Interested Party") and has the power and authority to sign this Declaration as or on behalf of the Interested Party. The Interested Party hereby acknowledges having received, read, examined, and understood the RFQ, all amendments thereto and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto, and other information made available in connection with the RFQ.

By delivering this Declaration, the Interested Party agrees to be bound by and to comply with all of the terms and conditions of the RFQ. For greater certainty, the Interested Party in executing this Declaration agrees to comply with the Confidentiality Agreement provisions set out in Section 3.0 of Appendix E of the RFQ.

The Interested Party hereby acknowledges and agrees that the Province, PBC or their respective advisors may verify any information contained in the Submission which accompanies this Declaration and may conduct any background investigations (including, without limitation, criminal record investigations, credit inquiries, litigation searches, and bankruptcy registration and taxpayer information investigations) in respect of the Interested Party.

The Interested Party hereby agrees to the use of and collection by the Province, PBC, and their respective advisors of personal or confidential information of the Interested Party for purposes of evaluating the Submission which accompanies this Declaration, and to release such information to persons who require such information for the purpose of evaluating the

Submission, to the public as set out in Section 6.4 of the RFQ and as may be required by the *Freedom of Information and Protection of Privacy Act*, all in accordance with and as permitted by applicable laws relating to the protection of privacy, including, without limitation, the *Personal Information Protection Act*.

The Interested Party further agrees to abide by the decision of the Province as to whether the Respondent:

- has satisfied any or all of the evaluation criteria;
- is deemed by the Province to be qualified to undertake and complete the DBFO Project; and,
- will be invited to submit a proposal in response to the Request for Proposals.

The Interested Party hereby confirms that:

There is not and there has not been any actual or perceived conflict of interest in submitting the Submission which accompanies this Declaration or in performing the services envisioned in respect of the DBFO Project.

OR

Attached to this Declaration is a list of situations, each of which may be an actual or perceived conflict of interest in submitting the Submission which accompanies this Declaration or in performing the services envisioned in respect of the DBFO Project.

The Interested Party hereby further confirms that it has not knowingly hired or retained the services of any Restricted Party.

Capitalized terms used in this Declaration have the respective meanings ascribed to them in Appendix A to the RFQ.

**NAME OF INTERESTED PARTY:** _____

**AUTHORIZED BY:** _____
(Signature)

**NAME:** _____

**TITLE:** _____

**DATE:** _____

## Appendix E

# RFQ INTERPRETATION AND APPLICATION, GENERAL TERMS AND CONDITIONS, AND CONFIDENTIALITY AGREEMENT

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# 1.0 Interpretation and Application

## 1.1 RFQ

The terms and conditions contained in this appendix form part of the request for qualifications ("RFQ") to which this appendix is attached.

## 1.2 Definitions

All capitalized terms used in the RFQ or any appendix, which are not otherwise defined, have the meaning ascribed to them in Appendix A of the RFQ.

## 1.3 Determination of Closing Time

The calendar and clock at the Closing Location, whether accurate or not, shall govern with respect to whether Respondents' Submissions, including any amendments, have been received before the Closing Time.

## 1.4 Amendments to Submissions

Amendments to Submissions must be received in writing before the Closing Time at the Closing Location.

## 1.5 Late Submissions

Submissions received after the Closing Time will be returned, unopened, to the particular Respondent.

## 1.6 Delivery and Receipt

The Province assumes no risk, makes no guarantee, warranty or representation, and shall have no responsibility or liability, including in contract or in tort for or in connection with:

(a) the timely delivery of any information or documentation, including without limitation, the RFQ, or any and all amendments, in connection with the RFQ;

(b) the timely receipt of any Submissions, notices of withdrawal, or any other information or documentation from any Respondent or any person; or,

(c) the working order, functioning or malfunctioning, of any facsimile transmission equipment or electronic information system.

Each of:

(a) this RFQ;

(b) any and all amendments to this RFQ; and,

(c) any other documentation delivered by or on behalf of the Province

shall be conclusively deemed validly delivered to and received by the intended recipient, including any Respondent, at the time that the RFQ, such amendments or other documentation, as the case may be, is issued

(a) by facsimile transmission to the facsimile number designated by the Respondent as the sole facsimile number for receipt of information in connection with the RFQ; or

(b) in electronic form to the email address designated by the Respondent as the email address for receipt of information in connection with the RFQ.

## 1.7 Unofficial Information

Any information obtained by a Respondent from any source other than the Contact Person is not official and shall not be relied upon by a Respondent.

## 1.8 Inquiries and Responses

Respondents may seek clarification of or make inquiries regarding any aspect of this RFQ through the Contact Person. Subject to any confidentiality obligations referred to in Section 3.0 below and to the Province's right to treat any inquiry, clarification or response, in its sole discretion, as confidential, responses to requests for clarification or other inquiries will be communicated, in writing, by the Province to all Respondents.

If a Respondent requests that an inquiry or response be treated as confidential, the Province will either treat the inquiry and any response as confidential, subject to Section 3.0 of this Appendix E, or inform the Respondent that it will not respond to the inquiry.

## 1.9 Submission Language

All Submissions must be written in English.

# 2.0 General Terms and Conditions

## 2.1 RFQ Process

Notwithstanding any provision of this RFQ, the Province may for any reason whatsoever in its sole discretion, at any time:

(a) change the dates, schedule, deadline, Closing Date, Closing Location, process, and requirements described in this RFQ;

(b) reject, disqualify or refuse to evaluate any or all of the Submissions;

(c) change the limits and scope of the DBFO Project;

(d) suspend, postpone or cancel this RFQ or the DBFO Project; or,

(e) elect not to proceed with an RFP

without incurring any obligation or any liability for reimbursement, costs or damages incurred by any Respondent or any person.

## 2.2 Amendments to RFQ

The RFQ may be amended or clarified by the Province from time to time only by means of written addenda.

## 2.3 Communication

All communication regarding this RFQ or the DBFO Project must be with the Contact Person only.

## 2.4 No Collusion

Each Respondent will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud.

## 2.5 Costs and Expenses

Respondents are solely responsible for their costs and expenses in preparing and delivering a Submission, or any additional information or documentation and for any other costs related to or arising from this RFQ.

Neither PBC, the Province, the Fairness Reviewer, the Conflicts Adjudicator nor any of their respective advisors shall be liable to pay anything to any Respondent in any circumstances in connection with this RFQ or the evaluation or the failure to evaluate any Submission.

Neither the Province nor PBC nor any of their respective representatives, agents, consultants or advisors will be liable to any Respondent, Prime Member, Equity Member or Key Individual, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any such party in preparing a Submission, or in respect of any other activity related to or arising out of the RFQ.

## 2.6 Changes to Respondent

The following conditions will apply regarding changes to the Respondent, Prime Members, Equity Members, and/or Key Individuals:

(a) During the period from the Closing Time until the Short-List is released, no changes to Respondents, Prime Members, Equity Members, or Key Individuals will be considered.

(b) If any Short-Listed Respondent wishes to make any addition, deletion, or other change to the Short-Listed Respondent, Prime Members, Equity Members, or Key Individuals or other material change, the Short-Listed Respondent will notify the Contact Person as to the proposed change in writing and provide such information regarding the nature of and reasons for the proposed change as to enable an evaluation and determination with respect to such change.

(c) Any proposed change may be disallowed.

(d) Changes made to team composition other than in accordance with the foregoing provisions may result in disqualification of a Respondent or a Short-Listed Respondent.

## 2.7 No Contract

This RFQ does not constitute an offer to enter into a contract with any party and no contract of any kind is formed under, or arises from, this RFQ, except with respect to the matters dealt with in Appendices C and D to the RFQ.

## 2.8 Restricted Parties

Restricted Parties are not eligible to advise any Respondent, directly or indirectly, or participate in any way as an employee, advisor, consultant, Prime Member, Equity Member, Key Individual or otherwise in connection with any Respondent in relation to the DBFO Project.

As a result of their involvement with the DBFO Project, the following firms and their affiliates have been identified as Restricted Parties and are therefore not eligible to participate as a Respondent, or as Members of a Respondent. Additional persons may be added to this list of Restricted Parties at any stage of the process for the DBFO Project:

- A.H.B. 2000 Inc.
- BC Hydro & Power Authority
- CH2M HILL Canada Limited
- Collings Johnston Inc.
- Ernst & Young

- Fraser Milner Casgrain LLP
- Geoplan Opus
- Intrawest Property Services Ltd.
- James Hoggan & Associates
- Kirk & Co. Consulting Ltd.
- KPMG
- Nossaman Infrastructure
- Par Terre Environmental Consulting Services
- SNC-Lavalin Group Inc.
- Telus Communications Inc.
- Certain current or former staff or subcontractors of Restricted Parties and other individuals who have had involvement in the Sea-to-Sky Highway Improvement Project will themselves be Restricted Parties.

## 2.9 Disclosure of Conflicts

Respondents, Prime Members, Equity Members, and Key Individuals must disclose in their Submission, and on an ongoing basis thereafter, any conflicts of interest, real or apparent, that exist now or may reasonably arise in the future, with respect to the DBFO Project, the Province or PBC.

## 2.10 Public Comment

Respondents and their representatives will refrain from public comment or from carrying out any activities to publicly promote or advertise their qualifications or interest in the procurement that might reasonably be expected to influence or affect the RFQ or the evaluation process.

## 2.11 Communications

Communication must take place with the Contact Person only. Respondents and their representatives must not contact or communicate, directly or indirectly, with any employees, representatives, or agents of the Province, PBC or their respective advisors with respect to the DBFO Project.

## 2.12 Conflicts Adjudicator

PBC has appointed an adjudicator (Conflicts Adjudicator) to make decisions on conflicts of interest or unfair advantage, including whether any person is a Restricted Party. The decision of the adjudicator on any conflict of interest or unfair advantage issue, whether in response to a request for advance ruling or a request by the Province at any stage of the evaluation process, is final and binding on the persons requesting the ruling, all parties, including, without limitation, all Respondents, Respondent Team members, Equity Members, Prime Members and the Province.

## 2.13 Request for Advance Ruling

Any request by a Respondent for an advance ruling by the Conflicts Adjudicator as to whether a party is a Restricted Party must be submitted to the Contact Person not less than 10 days prior to the Closing Time by delivery or facsimile, and must contain the following information:

(a) names and contact information of party for which the advance ruling is requested;

(b) description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;

(c) description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair advantage; and

(d) copies of any documentation that the party believes to be relevant to the issue.

Efforts will be made to respond promptly; however, timely delivery cannot be guaranteed.

## 2.14 Disqualification

The Province may, in its sole discretion, disqualify a Respondent or impose such conditions on its continued participation in the RFQ process as PBC may, in its sole discretion, consider to be in the public interest or otherwise appropriate, if the Respondent's team includes a Restricted Party.

## 2.15 Retention of Documents by PBC

All documents, including Submissions, will be retained and held in confidence, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Respondents who have not been short-listed may request in writing to have financial statements included in their Submission returned to them at the end of the RFQ process.

## 2.16 No Representation for Accuracy of Information

Neither the Province nor PBC nor any of their respective representatives, agents, consultants or advisors makes any representation or warranty, or has any liability or responsibility with respect to, the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in the RFQ or its appendices (as amended from time to time) or in the Data Room DVD or in any other background or reference information or documents prepared by third parties and made available to Respondents.

Submissions must be prepared and submitted solely on the basis of information independently obtained and verified by Respondents, and on the basis of the Respondent's independent investigations, examinations, knowledge, analysis interpretation, information and judgment, rather than in reliance on information provided in or in connection with this RFQ or on the Respondent's analysis or interpretation of such information.

Nothing in this RFQ or otherwise shall relieve Respondents from undertaking their own investigations and examinations and developing their own analysis, interpretations, opinions and conclusions with respect to the matters set out in this RFQ and in the preparation and delivery of their Submissions.

## 2.17 Additional Information and Interviews

2.17.1 The Province may, in its sole discretion, from time to time and at any time, after the Closing Time contact or interview any Respondent for the purpose of obtaining information, verification, and documentation with respect to the Respondent's Submission, or any part of such Submission, which the Province considers, in its sole discretion,

(a) requires clarification or more complete information;

(b) contains an alteration, qualification, omission, inaccuracy or misstatement; or

(c) does not for any reason whatsoever comply with any requirements of this RFQ.

2.17.2 The Province may, in its sole discretion, independently verify any information, whether or not contained in any Submission (e.g. by conducting reference, credit or other checks).

2.17.3 The Province may, in its sole discretion, apply or refuse to apply such additional information, verification and documentation in whole or in part in any part of the review and evaluation of any Submission, including in considering whether or not the Respondent has submitted documentation that may constitute a Submission in response to the RFQ.

2.17.4 A Respondent may not submit any additional information after the Closing Time except to, and at the express request of, the Province.

# 3.0 Confidentiality Agreement

## 3.1 Interpretation

In this Agreement:

(a) "Confidential Information" means all documents, knowledge and information provided by the Province or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Respondent or any of its Representatives (the "Receiving Party"), whether before or after the date of this agreement, either orally, or in writing or other visual or electronic form in connection with or relevant to the DBFO Project, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:

(i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;

(ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the DBFO Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;

(iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;

(iv) was developed independently by the Respondent without the use of any Confidential Information; or

(v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

(b) "Permitted Purposes" means evaluating the DBFO Project, preparing a Submission, and any other use permitted by this Agreement.

(c) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Prime Member, Equity Member, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Submissions, or otherwise retained by the Respondent, the Province or PBC in connection with the DBFO Project.

(d) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Appendix A of the RFQ.

## 3.2 Confidentiality

The Respondent will keep all Confidential Information strictly confidential and will not without the prior written consent of the Province, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Respondent will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

## 3.3 Ownership of Confidential Information

The Province owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Respondent will keep all Confidential Information that the Respondent receives, has access to, or otherwise obtains strictly confidential for a period of 10 years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

## 3.4 Limited Disclosure

The Respondent may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the DBFO Project and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Respondent will notify PBC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

## 3.5 Destruction on Demand

On written request, the Respondent will promptly deliver to PBC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Respondent will confirm that delivery or destruction to PBC in writing, all in accordance with the instructions of PBC; provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

## 3.6 Acknowledgment of Irreparable Harm

The Respondent acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province or PBC may be irreparably harmed if any provision of this Agreement were not performed by the Respondent or any party to whom the Respondent provides Confidential Information in accordance with its terms, and that any

such harm could not be compensated reasonably or adequately in damages. The Respondent further acknowledges and agrees that the Province will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Respondent or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Province may be entitled at law or in equity.

## 3.7 Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Province will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

## 3.8 Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

## 3.9 Enurement

This Agreement enures to the benefit of and binds the Respondent and its successors.

partnerships

# SEA-TO-SKY HIGHWAY IMPROVEMENT PROJECT

# ADDENDUM TO

# REQUEST FOR QUALIFICATIONS FOR

# DBFO ARRANGEMENT

**March 12, 2004**

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**Addendum #1**

*Summary of Change*

| RFQ Section | Description of Change |
|---|---|
| Appendix E, Section 3.3 | Reduce required period of time to maintain confidentiality |

*Details of Change*

RFQ Appendix E — RFQ Interpretation and Application, General Terms and Conditions, and Confidentiality Agreement

Section 3.3 of Appendix E of the RFQ is amended by deleting the words "period of 10 years" and replacing them with the words "period of 3 years", so that the period of time the Respondent is obliged to keep Confidential Information strictly confidential is reduced from 10 years to 3 years.

- END OF ADDENDUM -

**Partnerships BC**

**Sea to Sky Highway Improvement Project**
**Request for Qualifications (RFQ) for DBFO Arrangement - Addendum No. 2**

March 18, 2004

Explanation – Objective

To expedite the evaluation process, RFQ Proponents are invited to submit a list identifying each of the Prime Members, Equity Members and Key Individuals to the Contact Person on or before Monday, March 29, 2004. This list is not binding on the Respondent and may be revised up until the Closing Time, but will facilitate the early completion of the preliminary steps, including relationship review checks for evaluators.

Addendum

The Request For Qualifications (RFQ) for the Project is amended hereby in accordance with section 2.2 thereof as follows:

"RFQ Respondents are invited to make early disclosure of the anticipated composition of the anticipated Respondent composition, including firms, Prime Members and Key Individuals, by completing and submitting Appendix F, attached, to the Contact Person no later than 2:00 p.m. Pacific Standard Time on March 29, 2004 by facsimile to (250) 356-222 or e-mail to seatosky@partnerships.ca . This is not a mandatory requirement."

"This Addendum does not alter or modify the requirements of the RFQ and without limitation, Respondents are still required to comply with the all Requirements of the RFQ".

Addendum No. 2 - Appendix F

Early Disclosure of Team Members

Request for Qualifications

Sea to Sky Highway Improvement Project

March 18, 2004

1. Firms comprising the Respondent:

_____

_____

_____

_____

2. Prime Members, Equity Members and Key Individuals, comprising the Respondent above:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

-- END OF ADDENDUM NO. 2 -----

partnerships
British Columbia

# SEA-TO-SKY HIGHWAY IMPROVEMENT PROJECT

# ADDENDUM TO

# REQUEST FOR QUALIFICATIONS FOR

# DBFO ARRANGEMENT

## April 1, 2004

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**Addendum #3**

*Summary of Change*

| RFQ Section | Description of Change |
|---|---|
| Section 5.2. Closing Time | Clarification of Closing Time due to the change on April 4th from Pacific Standard Time (PST) to Pacific Daylight Savings Time (PDST) |

*Details of Change*

The RFQ is amended to read as follows:

"Submissions must be received by the Contact Person before 6:00:00 P.M. Pacific Daylight Savings Time (PDST) on Tuesday, April 6, 2004."

- END OF ADDENDUM -

# SEA-TO-SKY HIGHWAY IMPROVEMENT PROJECT

# ADDENDUM TO

# REQUEST FOR QUALIFICATIONS FOR

# DBFO ARRANGEMENT

## April 2, 2004

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**Addendum #4**

*Summary of Change*

| RFQ Section | Description of Change |
|---|---|
| Section 2.2.2 RFP Stage | Change to Fairness Reviewer |

*Details of Change*

Delete paragraph Fairness Reviewer under Section 2.2.2.

Insert as new Section 2.2.4 the following:

"The Honourable W.J. Wallace, QC, has been engaged as Fairness Reviewer in association with Mr. Ted Hughes, OC, QC with responsibility to review the selection process for both the RFQ and RFP stages. The Fairness Reviewer will provide a written report of his review which will be made public at the time of the selection of the DBFO Contractor.

- END OF ADDENDUM -